



CITY OF NEWARK
DELAWARE

BIDDER _____

BID SECURITY _____

Request For Proposal No. 19-01

Pre-Qualification And Selection of ESCO for Energy Savings Performance
Contracting of HVAC Upgrades

CITY OF NEWARK
Delaware

RFP No. 19-01
PRE-QUALIFICATION AND SELECTION OF ESCO FOR ENERGY SAVINGS PERFORMANCE
CONTRACTING OF HVAC UPGRADES

NOTICE

The City of Newark, Delaware, through its Energy Savings Performance Contracting Program (EPCP), is accepting proposals from Energy Services Companies (ESCOs) to be pre-qualified and selected for Energy Savings Performance Contracting services as it relates to the modernization, upgrading, and retrofitting of the HVAC systems in City buildings.

Sealed proposals (six (6) copies) will be received in the Purchasing Office, Newark Municipal Building, 220 S. Main Street, Newark DE 19711 until 2:00 p.m. on Tuesday, May 21, 2019.

A **mandatory** pre-proposal meeting is planned for Monday, May 6, 2019 at 9:00 a.m. at the Newark Municipal Center, 220 S. Main Street, Newark DE.

Copies of this request may be obtained from the City's website at www.newarkde.gov/bids

CITY OF NEWARK
Delaware

RFP No. 19-01

PRE-QUALIFICATION AND SELECTION OF ESCO FOR ENERGY SAVINGS PERFORMANCE
CONTRACTING OF HVAC UPGRADES

A. BACKGROUND

The City of Newark, Delaware, through its Energy Savings Performance Contracting Program (EPCP), is accepting proposals from Energy Services Companies (ESCOs) to be pre-qualified and selected for Energy Savings Performance Contracting services as it relates to the modernization, upgrading, and retrofitting of the HVAC and lighting systems in City's Municipal Building, Police Station, Maintenance Yard, and George Wilson Center. The physical locations of the buildings are:

City Municipal Building and Police Station
220 South Main Street
Newark, DE 19711

Maintenance Yard
406 Phillips Avenue
(multiple buildings)
Newark, DE 19711

George Wilson Center
303 New London Road
Newark, DE 19711

B. GENERAL REQUEST FOR PROPOSAL INFORMATION

1. Questions – Any questions concerning the technical aspects of this RFP should be directed to Dave Greenplate Facilities Maintenance Superintendent, 302-366-7000 or dgreenplate@newark.de.us. Questions regarding the submission of RFP's or procedures of evaluation should be directed to Cathy Trykowski – Purchasing Assistant, 302-366-7000 or ctrykowski@newark.de.us.
2. Award - The City Manager or their designee will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.
3. Rejection of Proposals – The City reserves the right to reject any or all proposals if deemed to be in the best interest of the City to do so. The City shall have the full authority to award the project to the firm who best meets the specifications and conditions of this RFP.
4. Revisions to RFP/Addendum – In the event it becomes necessary to revise any part of the RFP, changes shall be made only by written addendum issued no later than four (4) calendar days prior

to the date set for bid opening. Firms are responsible to confirm receipt of all addendum prior to proposal submittal.

5. Assignment – The firm shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City of Newark.
6. Acceptance of Proposal Content – The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.
7. Termination of Contract – If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
8. Indemnification – The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.
9. Ownership of Material and Public Documents - All documents prepared and submitted pursuant to this RFI or resulting MOU or contract shall be property of the City upon submittal and shall be considered public documents. Your submission in its entirety will be made public. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.
10. Approval – The selected firm may be required to attend meetings to give presentations, and address questions. Cost for attendance shall be incorporated in the proposal.
11. Advertisements - Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.
12. Business Licenses - The bidder shall possess all required state and city business and/or other licenses.
13. Noncollusion - The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.
14. Time of Completion and Liquidated Damages - Consultant shall commence work on a date to be specified by the City in a written "Notice to Proceed".

15. Billing and Payment - The consultant shall submit monthly bills, detailing the time and material spent for the previous month. Retainage will be held at five (5%) percent of the total contract price until the final product has been accepted and approved.
16. Worker's Compensation and Liability Insurance- Except as otherwise provided by law, the selected firm shall at all times maintain and keep in force such insurance as will protect it from claims under Worker's Compensation Acts, and also such insurance as will protect it from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by any of them. The selected firm shall be required to provide a copy of this insurance.

The selected firm shall provide evidence of professional liability insurance with limits of insurance not less than the following amounts:

\$2,000,000 Each Occurrence Limit
\$2,000,000 Personal & Advertising Injury Limit
\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, Newark (owner), and all other parties required of the General Contractor, shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of the successful firm shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products – Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

17. Equal Employment Opportunity - The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.

C. PROPOSAL AND QUALIFICATIONS

The written proposal shall, at a minimum, include the following information:

1. The firm name, corporate address, local address if applicable, telephone number, contact person, and email address.
2. A brief history of the firm (limit two pages). In addition, provide evidence that the firm is authorized to do business in the State of Delaware.
3. A description of the services, including documented case studies and previous work performed, which the firm performed a whole building or system retrofit. An explanation of how these services might best assist the City successfully complete should be included.
4. A list of references the City may contact in order to assist in the evaluation of your past performance, specifically as it relates to work performed on larger retrofits of HVAC systems. Please limit references to private entities, governmental entities or Public-Private Partnerships (PPP) to whom you have provided services over the past three (3) years. For each reference listed, the information provided should consist of the following:
 - a. Name and mailing address of the entity.
 - b. Name and telephone number of your contact person within said entity.
 - c. Brief description of the project and services your firm provided.
5. List any subcontractors, including type of work expected and contact information.
6. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings or ruled against the firm in any matter related to the professional activities of the firm. Similar information shall be provided for any current or pending litigation or proceeding.
7. A statement to the effect that the selection of the firm shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a firm, said firm must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether the firm would step aside or resign from the engagement or representation creating the conflict.
8. Based on the Scope of Services (Section D below), prepare a narrative of your firm's approach to successfully completing the project along with a project schedule indicating major milestones for the complete project. The project work schedule shall include time frames for each major work element, target dates for public meetings and Project Committee meetings and projected dates for completing the draft and final plans and specifications. Provide schedule based on number of days from Notice to Proceed.
9. The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies.
10. The firm shall solely be responsible and liable for the accuracy and completeness of all work performed.
11. Information regarding this site and the City's efforts thus far will be made available to all firms at the Pre-Proposal Meeting.

12. All travel expenses incurred by the firm, its employees and/or subcontractors are considered inclusive in their proposal.

D. SCOPE OF WORK

The responsibilities of the ESCO are outlined in the attached Energize Delaware Performance Contracting Program Process Flow Diagram and shall include, but are not necessarily limited to:

1. Marketing and Preliminary Project Evaluation

- a) ESCO shall identify and secure on behalf of the City all available energy/demand/water saving and renewable energy utility incentives available to each project. In addition, the ESCO shall provide a utility incentive/rebate summary to the City, in a format to be determined, documenting incentives that were applied for and secured on behalf of the City including: emails, letters, rebate applications, etc.
- b) Engage the City immediately upon identifying a potential Energy Savings Performance Contract project.
- c) Perform an initial evaluation of project potential and discuss with the City.

2. Investment Grade Audit and Project Development

- a) Develop a possible Investment Grade Audit and Project Development Contract with the City.
- b) Comply with all requirements of the Investment Grade Audit and Project Development Contract, including but not limited to: conduct an Investment Grade Audit, prepare a detailed technical and financial proposal for the project, help arrange for or procure financing, and develop a monitoring and verification plan.
- c) Assign individuals to the project team representing project development, engineering, project management, monitoring and verification, and upper management support.
- d) Ensure appropriate personnel attend project development meetings depending upon the subject matter to be discussed.
- e) Address issues, recommendations and requests from City staff.

3. Energy Savings Performance Contract Project Implementation

- a) Develop a possible Energy Savings Performance Contract with the City based upon results of the Investment Grade Audit.
- b) Comply with all requirements of the Energy Savings Performance Contract, including but not limited to: design services, equipment procurement and purchasing, construction and construction management services, hazardous material abatement or disposal, commissioning services on installed measures and monitoring and verification services.
- c) Ensure appropriate personnel attend project development meetings depending upon the subject matter to be discussed.
- d) Address issues, recommendations and requests from City staff.
- e) Provide a post-implementation report to the City.

4. Performance Period

- a) Comply with all requirements of the Energy Savings Performance Contract, including but not limited to: measurement and verification reporting and services, guarantee of performance and cost savings, maintenance and/or repair of equipment, training for facility personnel on maintenance and operation of systems, and training for occupants.
- b) Provide the City with annual reports on project cost, status, savings achieved, and square footage impacted by the project.
- c) Ensure appropriate personnel attend project development meetings depending upon the subject matter to be discussed.
- d) Address issues, recommendations and requests from City staff.

E. BASIS FOR FEES SUBMISSION/QUOTATION

In a separate envelope marked "Basis for Fees, RFP No. 19-01 Pre-Qualification and Selection of ESCO for Energy Services Performance Contracting of HVAC Upgrades" provide a Current Fee Schedule for all services and materials provided by the ESCO.

F. PROPOSAL EVALUATION CRITERIA

A Selection Committee, as designated by the City Manager, will review and score proposals and make a recommendation to City Council. The Committee may schedule oral interviews with one or more responding companies to gain clarification as needed. The proposals will be evaluated according to the criteria listed below with a maximum score of 100 Points. The final scores will be at the discretion of the individual members of the selection committee. The City reserves the right to reject any and all proposals received and to award the contract for project services to the firm that the City believes will offer the best value on this project.

1. Reputation and experience of the firm pertaining to engineering and project management services as they relate to this project. **Point Range: 0 – 25**
2. Qualifications of staff to be assigned to the project to include their education, position in the firm, type and years of experience with the firm. **Point Range: 0 – 25**
3. Responsiveness of the written proposal in clearly stating and understanding of the work to be performed as outlined in the Scope of Work. **Point Range: 0 – 25**
4. Other Considerations – experience with the City, reference checks and proposed work schedule. **Point Range: 0 – 20**
5. Location of Firm (Proximity of office performing work to City of Newark) **Point Range: 0 – 5**

G. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. In one sealed envelope, six (6) copies of the Proposal marked "RFP No. 19-01 Pre-Qualification and Selection of ESCO for Energy Savings Performance Contracting of HVAC Upgrades."

2. In a separate sealed envelope provide three (3) copies of the firm's fee schedule and cost estimate marked "Basis for Fees, RFP No. 19-01 Pre-Qualification and Selection of ESCO for Energy Savings Performance Contracting of HVAC Upgrades." The envelope will not be opened until after firms have been ranked.
3. Firms must satisfy themselves as to all requirements of the project and familiarize themselves with the site with attendance at the mandatory pre-bid meeting. After proposals have been submitted, firms shall not assert that there was a misunderstanding concerning the scope or nature of the work to be completed.
4. Both envelopes must be received in the Purchasing Office, City of Newark, Purchasing Office, 220 S. Main Street, Newark DE 19711 on or before 2:00 p.m. on May 21, 2019.

H. SELECTION AND CONFIRMATION

1. The selected firm will be required attend a City Council meeting in order to answer any questions from Council or the public.

Energize Delaware Performance Contracting Program Process Flow Diagram February 2017

